

EXHIBIT A



Service of Process Transmittal Summary

TO: Maria Bustamante, Paralegal-Litigation
United Airlines, Inc.
609 MAIN STREET, 16TH FLOOR/HSCPZ
HOUSTON, TX 77002-3167

RE: Process Served in California

FOR: United Airlines, Inc. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Re: LISA TINETTI // To: United Airlines, Inc.

CASE #: 23STCV18305

NATURE OF ACTION: Employee Litigation - Wrongful Termination

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 08/15/2023 at 10:54

JURISDICTION SERVED: California

ACTION ITEMS: CT will retain the current log
Image SOP
Email Notification, Tom Campuzano thomas.d.campuzano@united.com
Email Notification, Maria Bustamante maria.bustamante@united.com

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
866-331-2303
CentralTeam1@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date: Tue, Aug 15, 2023
Server Name: DROP SERVICE

Entity Served	UNITED AIRLINES INC
Case Number	23STCV18305
Jurisdiction	CA

Inserts		



SUM-100

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: UNITED AIRLINES, INC., a corporation;
(AVISO AL DEMANDADO): UNITED AIRLINES LAX CUSTOMER SERVICE, a business entity;
 GLENN DANIELS, an individual;
 and DOES 1 through 100, inclusive

Electronically FILED by
 Superior Court of California,
 County of Los Angeles
 8/02/2023 5:14 PM
 David W. Slayton,
 Executive Officer/Clerk of Court,
 By E. Galicia, Deputy Clerk

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE): LISA TINETTI

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles Superior Court
 111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

23ST CV 18305

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
 Maryann P. Gallagher; 205 S. Broadway, Suite 920, Los Angeles, CA 90012; 213-626-1810

DATE: 08/02/2023
(Fecha) David W. Slayton, Executive Officer/Clerk of Court, Deputy
 (Secretario) E. Galicia (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): United Airlines Inc
 under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date):

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SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 08/03/2023 David W. Stanton, Executive Officer / Clerk of Court By: <u>A. Solis</u> Deputy
PLAINTIFF(S): Lisa Tinetti		
DEFENDANT(S): United Airlines, Inc., et al.		
ORDER TO SHOW CAUSE HEARING		CASE NUMBER: 23STCV18305

To the party / attorney of record:

You are ordered to appear for an Order to Show Cause Hearing on 12/04/2023 at 8:30 AM in department 40 of this court, Stanley Mosk Courthouse and show cause why sanctions should not be imposed for:

☒ Failure to file proof of service.

Failure to comply or appear may result in sanctions pursuant to one or more of the following: California Rules of Court, rule 2.30 and rule 3.1340; Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.310, 583.360, 583.410, 583.420, 583.430; and Government Code section 68608.

☒ To avoid a mandatory appearance all required documents must be filed at least 5 days prior to the date of the hearing.



Anne Richardson

Dated: 08/03/2023

Anne Richardson / Judge
Judicial Officer

ORDER TO SHOW CAUSE HEARING

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 08/03/2023
PLAINTIFF: Lisa Tinetti	David W. Slayton, Executive Officer / Clerk of Court	
DEFENDANT: United Airlines, Inc., et al.	By: <u>A. Solis</u> Deputy	
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 23STCV18305

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 12/04/2023	Time: 8:30 AM	Dept: 40
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NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 08/03/2023

A. Richardson
Judicial Officer

CERTIFICATE OF SERVICE Anne Richardson / Judge

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

☒ by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

☐ by personally giving the party notice upon filing of the complaint.

Maryann P. Gallagher
205 S. Broadway
Suite 920
Los Angeles, CA 90012

David W. Slayton, Executive Officer / Clerk of Court

Dated: 08/03/2023

By A. Solis
Deputy Clerk

**NOTICE OF
CASE MANAGEMENT CONFERENCE**

8/02/2023 5:14 PM

David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

CASE NUMBER

23ST CV 18305

SHORT TITLE Tinetti v United Airlines, Inc. et al.

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION**(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)****This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court****Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.**Applicable Reasons for Choosing Courthouse Location (Column C)**

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE Tinetti v United Airlines, Inc. et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input checked="" type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE Tinetti v United Airlines, Inc. et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
		<input type="checkbox"/> 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE	Tinetti v United Airlines, Inc. et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

SHORT TITLE Tinetti v United Airlines, Inc. et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 205 S. Broadway, Suite 920
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 08/02/2023



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://dcba.lacounty.gov/countywidedrp/>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit

<https://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Maryann P. Gallagher (SBN 146078) Law Offices of Maryann P. Gallagher 205 S. Broadway, Suite 920 Los Angeles, CA 90012 TELEPHONE NO.: 213-626-1810 FAX NO. (Optional): E-MAIL ADDRESS: mail@mpg-law.com ATTORNEY FOR (Name): Plaintiff, LISA TINETTI		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 8/02/2023 5:14 PM David W. Slayton, Executive Officer/Clerk of Court, By E. Galicia, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Stanley Mosk Courthouse			
CASE NAME: LISA TINETTI v UNITED AIRLINES, INC. et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 23STCV18305 JUDGE: DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify):
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 08/02/2023

Maryann P. Gallagher

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- 1. Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- 2. File this cover sheet in addition to any cover sheet required by local court rule.
- 3. If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- 4. Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller
Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

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Electronically FILED by
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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

LISA TINETTI,

PLAINTIFF,

v.

UNITED AIRLINES, INC., a
corporation; UNITED AIRLINES LAX
CUSTOMER SERVICE, a business
entity; GLENN DANIELS, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 23STCV18305

COMPLAINT FOR DAMAGES

- 1. DISABILITY DISCRIMINATION/ PERCEIVED
DISABILITY DISCRIMINATION
(Gov. Code, § 12940 et seq)**
- 2. FAILURE TO ENGAGE IN THE
INTERACTIVE PROCESS
(Gov. Code, § 12940 et seq)**
- 3. FAILURE TO MAKE REASONABLE
ACCOMMODATION
(Gov. Code, § 12940 et seq)**
- 4. AGE DISCRIMINATION
(Gov. Code, § 12940 et seq)**
- 5. WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC POLICY**
- 6. INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS**
- 7. DEFAMATION & SELF-COMPELLED
DEFAMATION**

DEMAND FOR JURY TRIAL

Plaintiff Lisa Tinetti ("PLAINTIFF") who brings this Complaint against the above-named

1 Defendants and DOES 1 through 100, and each of them, as follows:

2 **INTRODUCTION**

3 **THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT**

4 1. FEHA codified at Government Code §12900 et seq., prohibits among other things,
5 age discrimination, racial discrimination, sexual harassment, retaliation in employment on account
6 of certain protected classifications, including a person's sex, age and race, and further the FEHA
7 requires an investigation into allegations of sexual harassment, age discrimination and racial
8 discrimination and preventing harassment and retaliation.

9 2. Government Code §12920 provides the following in pertinent part regarding the
10 public policy of the State of California:

11 "It is hereby declared as the public policy of this state that it is necessary to protect and
12 safeguard the right and opportunity of all persons to seek, obtain, and hold employment without
13 discrimination or abridgement on the account of race, religious creed, color, national origin,
14 ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual
15 orientation.

16 It is recognized that the practice of denying employment opportunity and discriminating in
17 terms of employment for these reasons ferments domestic strife and unrest, deprives the state of
18 the fullest utilization of its capacities for development and advancement, and substantially and
19 adversely affects the interest of employees, employers, and the public in general.

20 It is the purpose of this part to provide effective remedies that will eliminate these
21 discriminatory practices."

22 3. Government Code Section §12920.5 provides the following:

23 "In order to eliminate discrimination, it is necessary to provide effective remedies that will
24 both prevent and deter unlawful employment practices and redress the adverse effects of those
25 practices on aggrieved persons. To that end, this part shall be deemed an exercise of the
26 Legislature's authority pursuant to Section 1 of Article XIV of the California Constitution."

27 4. Government Code Section §12921(a) provides the following in pertinent part:

28 "The opportunity to seek, obtain and hold employment without discrimination because of

1 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
2 condition, marital status, sex, age, or sexual orientation is hereby recognized as and declared to be
3 a civil right.”

4 5. In 1984, the California Legislature stated the following regarding employment
5 harassment and discrimination:

6 The Legislature finds and declares that it is the existing policy of the State of California to
7 prohibit harassment and discrimination in employment on the basis of any protected classification.
8 Such conduct, whether intentional or unintentional is a violation of the civil rights of California
9 citizenry and has been shown to decrease productivity in the workforce. (Stats. 1984 c. 1754 §1)

10 6. Government Code Section §12940 provides the following in pertinent part:

11 “It shall be an unlawful employment practice...

12 (a) For an employer because of race, religious creed, color, national origin, ancestry,
13 physical disability, mental disability, medical condition, marital status, sex, age, or sexual
14 orientation of any person....

15 to refuse to hire or employ the person or to refuse to select the person for a training
16 program leading to employment, or to bar or discharge the person from employment or from a
17 training program leading to employment, or to discriminate against the person in compensation,
18 terms, conditions or privileges of employment.

19 (h) For any employer... or person, to discharge, expel or otherwise discriminate against any
20 person because that person has opposed any practices forbidden under this part or because the
21 person has filed a complaint, testified or assisted in any proceeding under this part.

22 (i) For any person to aid, abet, incite, compel or coerce the doing of any of the acts
23 forbidden under this part, or to attempt to do so.

24 “It shall be an unlawful employment practice...

25 (j) (1) For an employer, or any other person, because of race, religious creed, color,
26 national origin, ancestry, physical disability, mental disability, medical condition, marital status,
27 sex, age, or sexual orientation of any person to harass an employee... Harassment of an employee.,
28 an applicant, or a person providing services pursuant to a contract by an employee, other than an

1 agent or supervisor, shall be unlawful if the entity, or its agents or supervisors, knows or should
2 have known of this conduct and fails to take immediate and appropriate corrective action. An
3 entity shall take all reasonable steps to prevent harassment from occurring. Loss of tangible job
4 benefits shall not be necessary in order to establish harassment.

5 Government Code Section §12940(k) Provides in pertinent part as follows:

6 “It shall be an unlawful employment practice...

7 “(k) For an employer..., employment agency, ...to fail to take all reasonable steps
8 necessary to prevent discrimination and harassment from occurring.

9 7. Government Code §12926 (d) provides: “Employer” includes any person regularly
10 employing five or more persons, or any person acting as an agent of an employer, directly or
11 indirectly, the state or any political or civil subdivision of the state, and cities.

12 Government Code 12926 (n) provides: “Race, religious creed, color, national origin,
13 ancestry, physical disability, mental disability, medical condition, genetic information, marital
14 status, sex, age, or sexual orientation” includes a perception that the person has any of those
15 characteristics or that the person is associated with a person who has, or is perceived to have, any
16 of those characteristics.

17 8. Government Code §12941 provides in part:

18 The Legislature further reaffirms and declares its intent that the courts interpret
19 the state’s statutes prohibiting age discrimination in employment broadly and vigorously,
20 in a manner comparable to prohibitions against sex and race discrimination, and with the goal of
21 not only protecting older workers as individuals, but also of protecting older workers as a group,
22 since they face unique obstacles in the later phases of their careers.

23 9. Government Code § 12926(b) provides that the term “age” as used in the FEHA,
24 refers to the chronological age of any individual who has reached her or her 40th birthday.

25 **THE PARTIES**

26 **PLAINTIFF**

27 10. Plaintiff is informed and believes, and based thereupon alleges, that at all times
28 relevant hereto was a resident of the State of California, County of Los Angeles.

1 **DEFENDANTS**

2 11. PLAINTIFF is informed and believes, and based thereon alleges, that Defendants
3 UNITED AIRLINES, INC. and UNITED AIRLINES LAX CUSTOMER SERVICE (collectively
4 hereinafter, "EMPLOYER DEFENDANTS") are, and at all relevant times mentioned herein,
5 business entities duly organized and existing under the laws of the State of California and are
6 residents of California operating out of Los Angeles International Airport.

7 12. Plaintiff is informed and believes, and based thereupon alleges, that at all times
8 relevant hereto, Defendant GLENN DANIELS was and is a resident of the County of Los
9 Angeles, State of California.

10 13. Plaintiff is informed and believes, and based thereupon allege, that at all times
11 relevant hereto, Defendant, was an individual in the County of Los Angeles, State of California.

12 14. The true names and capacities, whether individual, corporate, associate, or
13 otherwise, of the Defendants named herein as DOES 1-100, inclusive, are unknown to Plaintiff at
14 this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek
15 leave to amend this Complaint to insert the true names and capacities of said Defendants when
16 the same becomes known to Plaintiff. Plaintiff is informed and believes, and based thereupon
17 alleges, that each of the fictitiously named Defendants is responsible for the wrongful acts
18 alleged herein and is therefore liable to Plaintiff as alleged hereinafter.

19 15. Plaintiff is informed and believes, and based thereupon allege, that at all times
20 relevant hereto, Defendants, and each of them, including the Clinic that Defendants sent plaintiff
21 to Concentra, and or Concentra LAX, were the agents, employees, managing agents,
22 supervisors, coconspirators, parent corporation, joint employers, alter ego, aiders and betters
23 and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged
24 herein, were acting at least in part within the course and scope of said agency, employment,
25 conspiracy, joint employer, alter ego status, and/or joint venture and with the permission and
26 consent of each of the other Defendants.

27 16. Whenever and wherever reference is made in this Complaint to any act or failure to
28 act by a Defendant or Co-Defendant, such allegations and references shall also be deemed to

1 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

2 **ADMINISTRATIVE PREREQUISITES**

3 17. Plaintiff filed a complaint with the DFEH and has received a Right to Sue Letter on
4 or about June 06, 2023, therefore, plaintiff has exhausted her administrative remedies.

5 **FACTUAL ALLEGATIONS**

6 18. Plaintiff Lisa Tinetti (hereinafter "Plaintiff") is approximately over 40 years old.
7 Plaintiff worked as a Lead Ramp Serviceman for approximately thirty-three (33) years. Plaintiff
8 was an excellent, hardworking employee of Defendants for over three decades. She was
9 terminated under pretextual reasons.

10 19. On or around August 19, 2022, Plaintiff was approximately 59 years old at the time
11 of her termination.

12 20. Defendants wanted to save money on salary and benefits and decided to terminate a
13 number of older employees and replace them with younger less qualified employees.

14 21. Defendant GLENN DANIELS was Plaintiff's supervisor.

15 22. Defendant GLENN DANIELS exercised his power to create a discriminatory,
16 harassing, and hostile work environment against Plaintiff.

17 23. Defendant GLENN DANIELS treated Plaintiff differently because of her age and
18 because of her disability or perceived disability.

19 24. Ms. Tinetti was approximately 59 years old and worked for Respondents for over
20 33 years. Ms. Tinetti was a lead ramp service employee. Ms. Tinetti had good reviews and was a
21 loyal employee. Ms. Tinetti worked with the luggage, she was not an employee who did any
22 work on airplanes and did not do anything safety related.

23 25. Defendant discriminated against plaintiff based on her age and disability and or
24 perceived disability and after over 33 years of faithful service they refused to accommodate her
25 and set out to terminate her.

26 26. In Approximately February 2022 Plaintiff was taken from work to a hospital for a
27 suspected kidney injury and she was still suffering from kidney issues at the time of the
28 approximately May 2022 incident. The disability or perceived disability coupled with fatigue

1 caused her to be unsteady, which was observed by her manager. The baggage in plaintiffs section
2 began to back up because of a change in planes. All the employees had to work extra to try and
3 fix the problem. Plaintiff suffered pain to her back and hand which she started to feel the next day
4 and reported it.

5 27. Instead of sending her to a doctor, Employer Defendants sent her for drug testing.
6 Despite the fact that plaintiff underwent a breathalyzer which was negative for any substance.
7 She was then told she had to get a urine sample, however, when she was taken to Defendants'
8 clinic, which works in conjunction with Employer Defendants when they attempted to take a
9 sample, they claimed there was not enough urine. However, there was. Plaintiff provided a
10 second sample, that was one they claimed was not enough as well, then they said plaintiff was
11 not producing urine. However, plaintiff had produced enough urine within the 3-hour time frame
12 to meet requirements for a urine sample. The clinic discarded her samples. However, their
13 documentation shows that she did produce more than the required amount.

14 28. Plaintiff offered to have blood drawn, but the clinic refused. Plaintiff did
15 everything she could to comply with the testing, she had a negative breathalyzer, she identified
16 on her take in form that she had a history of kidney disease, she provides samples three times to
17 the best of her ability, but the clinic deemed them inadequate, even though they met the
18 requirements.

19 29. Approximately a week later, Defendants then hired a doctor to determine whether
20 or not plaintiff had a "shy bladder", however, this doctor never even examined plaintiff, he never
21 conducted any urine test to see if plaintiff could produce urine.

22 30. Approximately a month later, defendants terminated plaintiff without conducting a
23 complete investigation claiming plaintiff "failed the post mishap drug test without cause" and
24 "violating company rules" which was not true. On or about approximately August 19, 2022,
25 plaintiff was terminated and told she was not subject to rehire or to use any of the travel passes
26 Defendants knew or should have known this was a false reason or if they had conducted even a
27 minimal investigation, they would have learned it was a false reason.

28 ///

1 38. Plaintiff is ignorant of the true names and capacities, whether corporate, associate,
2 individual or otherwise, of DEFENDANTS sued herein as DOES 1 through 100, Inclusive, and
3 therefore sues said DEFENDANTS, and each of them, by such fictitious names. Plaintiff will
4 seek leave of court to amend this Complaint to assert the true names and capacities of the
5 fictitiously named DEFENDANTS when the same have been ascertained. Plaintiff is informed
6 and believes, and thereon alleges, that each Defendant designated as a "DOE" herein is legally
7 responsible for the events, happenings, acts, occurrences, indebtedness, damages and liabilities
8 hereinafter alleged and caused injuries and damages proximately thereby to the Plaintiff, as
9 hereinafter alleged.

10 39. Plaintiff is informed and believes, and based thereupon allege, that at all times
11 relevant hereto, Defendants, and each of them, including the Clinic that Defendants sent plaintiff
12 to Concentra, and or Concentra LAX, were the agents, employees, managing agents,
13 supervisors, coconspirators, parent corporation, joint employers, alter ego, aiders and betters
14 and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged
15 herein, were acting at least in part within the course and scope of said agency, employment,
16 conspiracy, joint employer, alter ego status, and/or joint venture and with the permission and
17 consent of each of the other Defendants.

18 40. At all times mentioned herein, Defendant GLENN DANIELS was a supervisor,
19 and/or manager of Plaintiff, and was a resident of the State of California.

20 41. Beginning in approximately 2022, EMPLOYER DEFENDANTS employees,
21 supervisors and managing agents, including Defendant GLENN DANIELS and each of them,
22 while acting in the course and scope of their employment with EMPLOYER DEFENDANTS and
23 in carrying out the policies and practices of EMPLOYER DEFENDANTS, discriminated against
24 Plaintiff on the basis of her disability, and failed to take all necessary steps to prevent
25 discrimination and harassment from occurring. At all times herein mentioned Plaintiff had a
26 known physical condition that qualified as a disability within the definitions and interpretations
27 of Government Code Section 12926 et seq. and 12940 et seq.

28 ///

1 42. Defendants discriminated against Plaintiff based upon her physical
2 disability/perceived physical disability with the following actions, among others:

3 43. Plaintiff is approximately over 40 years old. Plaintiff worked as a Lead Ramp
4 Serviceman for approximately thirty-three (33) years. Plaintiff was an excellent, hardworking
5 employee of Defendants for over three decades. She was terminated under pretextual reasons.

6 44. On or around August 19, 2022, Plaintiff's employment was terminated by virtue of
7 Defendants actions. Plaintiff was approximately 59 years old at the time of her termination.

8 45. Defendants wanted to save money on salary and benefits and decided to terminate a
9 number of older employees and replace them with younger less qualified employees.

10 46. Defendant GLENN DANIELS was Plaintiff' supervisor.

11 47. Defendant GLENN DANIELS exercised her power to create a discriminatory,
12 harassing, and hostile work environment against Plaintiff.

13 48. Defendant GLENN DANIELS treated Plaintiff differently because of her age and
14 because of her disability or perceived disability.

15 49. In approximately February 2022, Plaintiff was taken from work to a hospital in for
16 a suspected kidney injury and she was still suffering from kidney issues at the time of the
17 approximately May ,2022 incident. In approximately May 2022, while working in her position
18 handling baggage, plaintiff felt unsteady. When her supervisor asked her what was wrong,
19 plaintiff said she felt fatigued and may have strained her back or hand the day before when there
20 was a backlog of luggage. The disability or perceived disability coupled with fatigue caused her
21 to be unsteady, which was observed by her supervisor.

22 50. Defendant Employers sent her for drug testing, instead of to a doctor. She
23 underwent a breathalyzer which was negative for any substance. She was then told she had to get
24 a urine sample, however, when she was taken to the clinic, when they attempted to take a sample,
25 they claimed it was not enough. Plaintiff provided a second sample, that was one they claimed
26 was not enough as well, then they said plaintiff was not producing urine. Plaintiff offered to have
27 blood drawn, but they refused. Defendants then claim they conducted an "investigation," but they
28 did not, and they fired Ms. Tinetti anyway claiming plaintiff "failed the post mishap drug test

1 without cause” which was not true. She was terminated and told she was not subject to rehire or
2 to use any of the travel passes Employer Defendants provide.

3 51. Plaintiff was devastated, she had given her entire life to United Employer
4 Defendants and instead of engaging in the interactive process, attempting to accommodate her,
5 and investigating what really happened, they terminated her based on a pretextual reason. They
6 perceived Plaintiff to be an older employee who was becoming sick, and it was time to get rid of
7 her. Employer Defendants have done this to other long-term employees.

8 52. Plaintiff’s disability, perceived disability, serious medical condition, age, were
9 substantial motivating factors in EMPLOYER DEFENDANTS decision to terminate Plaintiff.
10 Plaintiff was harmed by the termination and the acts of discrimination and retaliation by
11 EMPLOYER DEFENDANTS and EMPLOYER DEFENDANTS’ act of terminating Plaintiff
12 was a substantial factor causing her harm.

13 53. EMPLOYER DEFENDANTS discriminated against plaintiff due to an actual or
14 perceived physical condition (kidney damage which caused fatigue) that is disabling, potentially
15 disabling, or perceived as disabling or potentially disabling.

16 54. Plaintiff had worked for Defendants for approximately 33 years. She had good
17 reviews. She was a hard-working employee. She just felt fatigued at work. Instead of trying to
18 help her, sending her home sending her to a doctor, Defendants sent her to their company clinic
19 for urine testing. Plaintiff did everything to comply. She passed a breathalyzer, she offered to
20 have a blood test. Defendants refused, instead they falsely claimed she was refused to take the
21 test when she had not. Defendants knew this was false, they refused to consider anything less
22 than termination, such as suspension.

23 55. EMPLOYER DEFENDANTS’ employees, supervisors and managing agents, and
24 each of them, while acting in the course and scope of their employment with DEFENDANTS and
25 DOES 1 through 100, and in carrying out the policies and practices of DEFENDANTS
26 discriminated against Plaintiff on the basis of her physical disability and/or perceived disability,
27 failed to take all necessary steps to prevent discrimination from occurring, failed to make all
28 reasonable accommodations for the known physical disability of Plaintiff. At all times herein

1 mentioned Plaintiff was a qualified disabled employee pursuant to Government Code 12940 et
2 seq and 12926 et seq.

3 56. Plaintiff was one of many injured workers who were terminated when they became
4 injured. Defendants had a pattern and practice of discriminating against employees who became
5 injured, refusing to accommodate them and terminating them wrongfully. The discriminatory
6 intent is evidenced in part by the fact that Defendants did this to other employees who became
7 injured. This information is exclusively within defendant's custody and control and Plaintiff
8 requests that DEFENDANTS not destroy the information. DEFENDANTS and DOES 1 through
9 100, knew they were terminating Plaintiff for illegal reasons, but did it anyway, in blatant
10 disregard of the law.

11 57. The acts and conduct of Defendants, and each of them, as aforesaid, was in
12 violation of California Government Code § 12940 et seq. Said statutes are designed to protect
13 injured workers who are disabled as defined in Government Code 12926 et seq. and to prevent
14 discrimination based on a disability. Said statutes were intended to prevent the type of injury and
15 damage herein set forth. Plaintiff was, at all times material hereto, a qualified disabled employee,
16 and within the protected class covered by California Government Code § 12940, et seq. and
17 California Government Code § 12945 et seq. and California Code of Regulations 7293.5.

18 58. By the acts and conduct described above, EMPLOYER DEFENDANTS, and each
19 of them, in violation of said statutes, knew about, or should have known about, and failed to
20 prevent or remedy the physical disability discrimination. When Plaintiff was terminated, a
21 motivating factor in her termination was because of her physical disability and because she
22 needed accommodations and EMPLOYER DEFENDANTS did not want to accommodate her.
23 Plaintiff is informed and believes and subject to discovery, states that DEFENDANTS had a
24 pattern and practice of terminating employees who were on disability or needed
25 accommodations.

26 59. Plaintiff filed timely charges with the California Department of Fair Employment
27 and Housing and received a right to sue in a California Superior Court pursuant to California
28 Government Code § 12965(b), permitting her to bring this legal action.

1 60. By the aforesaid acts and conduct of EMPLOYER DEFENDANTS, and each of
2 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
3 California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
4 capacity, medical and related expenses for care and procedures both now and in the future,
5 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
6 leave of court to amend when ascertained.

7 61. As a direct and legal result of the acts and conduct of DEFENDANTS, as aforesaid,
8 Plaintiff has been caused, and did suffer, and continues to suffer severe and permanent emotional
9 and mental distress and anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and
10 anxiety. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will
11 pray leave of court to assert the same when they are ascertained.

12 62. As a further direct and legal result of the acts and conduct of DEFENDANTS, as
13 aforesaid, Plaintiff has been caused to suffer and did suffer a loss of earnings, earning capacity,
14 medical benefits, including insurance and other benefits to which they were entitled. The exact
15 nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court
16 to assert the same when they are ascertained.

17 63. Plaintiff has been generally damaged in an amount within the jurisdictional limits
18 of this court. The aforementioned acts of DEFENDANTS, committed by and through their
19 managing agents, supervisors, including Defendant GLENN DANIELS were done with the
20 knowledge of DEFENDANTS and or were ratified and condoned by DEFENDANTS, and each
21 of them, were willful, wanton, malicious, intentional, oppressive, illegal and despicable and were
22 done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were
23 done by managerial agents of DEFENDANTS and its alter egos, and DOES 1 through 100, and
24 with the express knowledge, consent, and ratification of managerial employees of
25 DEFENDANTS, thereby justifying the awarding of punitive and exemplary damages in an
26 amount to be determined at the time of trial.

27 64. The aforementioned acts of EMPLOYER DEFENDANTS and its alter egos, co-
28 conspirators, successors, joint ventures was committed by and through their managing agents,

1 supervisors, were done with the knowledge of EMPLOYER DEFENDANTS and its alter egos
2 and or were ratified and condoned by EMPLOYER DEFENDANTS and their, co-conspirators,
3 successors, joint ventures, and each of them, were willful, wanton, malicious, intentional,
4 oppressive, illegal and despicable and were done in willful and conscious disregard of the rights,
5 welfare and safety of Plaintiff, and were done by managerial agents of EMPLOYER
6 DEFENDANTS and its alter egos, and DOES 1 through 100, and with the express knowledge,
7 consent, and ratification of managerial employees of EMPLOYER DEFENDANTS and its alter
8 egos, thereby justifying the awarding of punitive and exemplary damages in an amount to be
9 determined at the time of trial. The termination of Plaintiff when he was disabled was devised by
10 EMPLOYER DEFENDANTS and was ratified and condoned by DEFENDANTS, with the
11 knowledge that it was unlawful and without regard for Plaintiff's and others' disabilities and the
12 protections afforded Plaintiff under California Law, as set forth above and by the FEHA, the
13 FMLA and CFRA. Defendants had a culture of discriminating against employees on the basis of
14 their disability.

15 65. The discriminatory policy was devised by EMPLOYER Defendants and
16 implemented by defendants in the strictest sense without regard for Plaintiff's and others
17 disability and the protections afforded Plaintiffs by California Law, as set forth above and by the
18 FMLA and CFRA. The Defendants and its managing agents and alter ego's conduct as set forth
19 herein was reprehensible.

20 66. The harm to Plaintiff was "physical" in the sense that it affected her emotional and
21 mental health, rather than being a purely economic harm. (State Farm, supra, 538 U.S. at p. 419.)
22 It was objectively reasonable to assume that EMPLOYER DEFENDANTS employer's,
23 managing agents, acts of discrimination and harassment toward Plaintiff would affect her
24 emotional well-being, and therefore EMPLOYER DEFENDANTS' "conduct evinced an
25 indifference to or a reckless disregard of the health or safety of others." Plaintiff quickly depleted
26 her savings and lost her medical insurance as a result of her termination, and therefore it appears
27 that she "had financial vulnerability." *Roby v. McKesson* (2009)47 Cal. 4th 686.

28 ///

67. As a result of the discriminatory acts of EMPLOYER DEFENDANTS their agents and alter egos, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in California Government Code § 12965(b).

68. Plaintiff has suffered general damages in an amount within the jurisdiction of this court.

SECOND CAUSE OF ACTION

Failure to Engage in the Interactive Process

(Gov. Code, § 12940 et seq)

(By Plaintiff Lisa Tinetti Against Defendants UNITED AIRLINES, INC., a corporation; UNITED AIRLINES LAX CUSTOMER SERVICE, a business entity and Does 1 through 100 inclusive;)

69. PLAINTIFF repeats and realleges each and every allegation set forth in the preceding paragraphs and incorporates them herein by reference with the same effect as if realleged herein.

70. Plaintiff Lisa Tinetti (hereinafter "Plaintiff") is approximately over 40 years old. Plaintiff worked as a Lead Ramp Serviceman for approximately thirty-three (33) years. Plaintiff was an excellent, hardworking employee of Defendants for over three decades. She was terminated under pretextual reasons.

71. On or around August 19, 2022, Plaintiff's employment was terminated by virtue of Defendants actions. Plaintiff was approximately 59 years old at the time of her termination.

72. Defendants wanted to save money on salary and benefits and decided to terminate a number of older employees and replace them with younger less qualified employees.

73. Defendant GLENN DANIELS was Plaintiff' supervisor.

74. Defendant GLENN DANIELS exercised her power to create a discriminatory, harassing, and hostile work environment against Plaintiff.

75. Defendant GLENN DANIELS treated Plaintiff differently because of her age and because of her disability or perceived disability.

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1 76. In Approximately February 2022, Plaintiff was taken from work to a hospital in for
2 a suspected kidney injury and she was still suffering from kidney issues at the time of the
3 approximately May 28,2022 incident. The disability or perceived disability coupled with fatigue
4 caused her to be unsteady, which was observed by her supervisor.

5 77. Plaintiff was involved in a work incident that resulted in an injury to her lumbar
6 and hand.

7 78. Defendant Employers sent her for drug testing, instead of to a doctor. She
8 underwent a breathalyzer which was negative for any substance. She was then told she had to get
9 a urine sample, however, when she was taken to the clinic, when they attempted to take a sample,
10 they claimed it was not enough. Plaintiff provided a second sample, that was one they claimed
11 was not enough as well, then they said plaintiff was not producing urine. Plaintiff offered to have
12 blood drawn, but they refused. Defendants then claim they conducted an “investigation,” but they
13 did not, and they fired Ms. Tinetti anyway claiming plaintiff “failed the post mishap drug test
14 without cause” which was not true. She was terminated and told she was not subject to rehire or
15 to use any of the travel passes Employer Defendants provide.

16 79. Plaintiff was devastated, she had given her entire life to United Employer
17 Defendants and instead of engaging in the interactive process, attempting to accommodate her,
18 and investigating what really happened, they terminated her based on a pretextual reason. They
19 perceived Plaintiff to be an older employee who was becoming sick, and it was time to get rid of
20 her. Employer Defendants have done this to other long-term employees.

21 80. Plaintiff believes Defendants had a pattern and practice of discriminating and
22 terminating employees who were on medical leave or required an accommodation. Plaintiff was
23 devastated.

24 81. PLAINTIFF timely filed her complaint with the DFEH and received a Right to Sue
25 letter therefore exhausting her administrative remedies.

26 82. PLAINTIFF is informed and believes that DEFENDANTS had already replaced
27 PLAINTIFF, did not keep her job open for her, did not make any attempt to return her back to
28 her position or to look for another position all in violation of the public policy as set forth in the

above-mentioned statutes.

83. PLAINTIFF believes she was replaced with a younger nondisabled employee.

84. PLAINTIFF is informed and believes that EMPLOYER DEFENDANT terminated other employees when they perceived them to be disabled and therefore of lesser value.

85. As a direct and legal result of EMPLOYER DEFENDANTS violation of FEHA, PLAINTIFF suffered damages.

86. PLAINTIFF was not terminated for performance issues.

87. UNDER GOVERNMENT CODE 12940n (EMPLOYER DEFENDANTS are required to engage in an interactive to fail to engage in a timely, good faith, interactive process with him to determine the effective reasonable accommodations for a known physical or known mental condition. PLAINTIFF had a known medical condition, kidney damage. EMPLOYER DEFENDANTS failed to engage in any good faith interactive process at all to see how they could accommodate her. They failed to engage in the interactive process with PLAINTIFF, instead they terminated her.

88. PLAINTIFF had been an employee of EMPLOYER DEFENDANTS for over 33 years.

89. Instead of engaging in the interactive process with plaintiff to determine if she needed assistance, Defendants sought to find a way to terminate plaintiff.

90. By the acts and conduct described above, DEFENDANTS, and each of them, in violation of said statutes, knew about, or should have known about, and failed to prevent or remedy the violation of the law.

91. By the aforesaid acts and conduct of DEFENDANTS, and each of them, PLAINTIFF has been directly and legally caused to suffer actual damages pursuant to California Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity, medical and related expenses for care and procedures both now and in the future, attorney's fees, and other pecuniary loss not presently ascertained, for which PLAINTIFF will seek leave of court to amend when ascertained.

92. As a direct and legal result of the acts and conduct of DEFENDANTS, as aforesaid,

1 PLAINTIFF has been caused, and did suffer, and continues to suffer severe and permanent
2 emotional and mental distress and anguish, humiliation, pain, discomfort, and anxiety. The exact
3 nature and extent of said injuries is presently unknown to PLAINTIFF, who will pray leave of
4 court to assert the same when they are ascertained.

5 93. As a further direct and legal result of the acts and conduct of DEFENDANT, as
6 aforesaid, PLAINTIFF has been caused to suffer and did suffer a loss of earnings, earning
7 capacity, medical benefits, loss of a career, including insurance and other benefits to which he
8 was entitled. The exact nature and extent of said injuries is presently unknown to PLAINTIFF,
9 who will pray leave of court to assert the same when they are ascertained.

10 94. PLAINTIFF has been generally damaged in an amount within the jurisdictional
11 limits of this court.

12 95. The aforementioned acts of DEFENDANT, committed by and through their
13 managing agents, including GLENN DANIELS, her supervisor, their supervisors, were done
14 with the knowledge of DEFENDANT and or were ratified and condoned by DEFENDANT, and
15 each of them, were willful, wanton, malicious, intentional, oppressive and despicable and were
16 done in willful and conscious disregard of the rights, welfare and safety of PLAINTIFF, and were
17 done by managerial agents of DEFENDANT, and DOES 1 through 100, and with the express
18 knowledge, consent, and ratification of managerial employees of DEFENDANT, thereby
19 justifying the awarding of punitive and exemplary damages in an amount to be determined at the
20 time of trial. Prior to the termination of PLAINTIFF, the DEFENDANT'S managing agents
21 (whose identity is known to DEFENDANT and will be the subject of discovery in this case)
22 engaged in a pattern of getting rid of injured workers and refusing to engage in the interactive
23 process so that they would not have to make reasonable accommodations for the injured workers.
24 DEFENDANT and its managing agents, (whose identity is known to DEFENDANT and will be
25 the subject of discovery in this case) knew that their actions were illegal and acted in conscious
26 disregard for the law, putting their own desires to get rid of injured workers over the law. The
27 termination of PLAINTIFF instead of attempting to find a way to assist her to come back to work
28 was in conscious disregard of PLAINTIFF'S rights under the law.

96. The aforementioned acts of DEFENDANT and their alter egos, committed by and through their managing agents, supervisors, were done with the knowledge of DEFENDANT and their alter egos and or were ratified and condoned by DEFENDANT and their alter egos, and each of them, were willful, wanton, malicious, intentional, oppressive, illegal and despicable and were done in willful and conscious disregard of the rights, welfare and safety of PLAINTIFF, and were done by managerial agents of DEFENDANT and its alter egos, and DOES 1 through 100, and with the express knowledge, consent, and ratification of managerial employees of DEFENDANT and its alter egos, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

97. The refusal to engage in the interactive process and termination of PLAINTIFF after she was suffering from symptoms that needed help, was devised by DEFENDANT and was ratified and condoned by DEFENDANT, with the knowledge that it was unlawful and without regard for PLAINTIFF'S and others' disability and the protections afforded PLAINTIFF and California Law, as set forth above and by the FEHA, the FMLA and CFRA.

98. Further, DEFENDANTS and each of them, their managing agents (whose identity is known to DEFENDANTS and will be the subject of discovery in this case) ratified and condoned the refusal to engage in the interactive process or to accommodate PLAINTIFF who was a qualified injured worker and others by terminating them when they suspected they were disabled or would become disabled and need accommodation.

99. The harm to PLAINTIFF was "physical" in the sense that it affected her emotional and mental health, rather than being a purely economic harm. (*State Farm, supra*, 538 U.S. at p. 419.) It was objectively reasonable to assume that DEFENDANTS employer's, managing agents, acts of discrimination and harassment toward PLAINTIFF would affect her emotional well-being, and therefore DEFENDANT Employer' "conduct evinced an indifference to or a reckless disregard of the health or safety of others." PLAINTIFF depleted her savings and lost her medical insurance as a result of the termination, and therefore it appears that she "had financial vulnerability." *Roby v McKesson* (2009)47 Cal. 4th 68.

100. As a result of the discriminatory acts of DEFENDANT its agents and alter egos,

1 and each of them, as alleged herein, PLAINTIFF is entitled to reasonable attorneys' fees and
2 costs of said suit as specifically provided in California Government Code § 12965(b).

3 101. PLAINTIFF has suffered general damages in an amount within the jurisdiction of
4 this court.

5 **THIRD CAUSE OF ACTION**

6 ***Failure to Make Reasonable Accommodation***

7 **(Gov. Code, § 12940 et seq)**

8 **(By Plaintiff Lisa Tinetti Against Defendants UNITED AIRLINES, INC., a corporation;**
9 **UNITED AIRLINES LAX CUSTOMER SERVICE, a business entity and Does 1 through 11**
10 **inclusive;)**

11 102. Plaintiff repeats and repleads all of the prior causes of action and all the facts that
12 support them.

13 103. At all times mentioned herein, Plaintiff was an individual residing in the State of
14 California.

15 104. At all times relevant herein, EMPLOYER DEFENDANTS were, and now are,
16 business entities authorized to do business in, and conducting business in the County of Los
17 Angeles, State of California.

18 105. Plaintiff Lisa Tinetti (hereinafter "Plaintiff") is approximately over 40 years old.
19 Plaintiff worked as a Lead Ramp Serviceman for approximately thirty-three (33) years. Plaintiff
20 was an excellent, hardworking employee of Defendants for over three decades. She was
21 terminated under pretextual reasons.

22 106. On or around August 19, 2022, Plaintiff's employment was terminated by virtue of
23 Defendants actions. Plaintiff was approximately 59 years old at the time of her termination.

24 107. Defendants wanted to save money on salary and benefits and decided to terminate a
25 number of older employees and replace them with younger less qualified employees.

26 108. Defendant GLENN DANIELS was Plaintiff' supervisor.

27 109. Defendant GLENN DANIELS exercised her power to create a discriminatory,
28 harassing, and hostile work environment against Plaintiff.

1 110. Defendant GLENN DANIELS treated Plaintiff differently because of her age and
2 because of her disability or perceived disability.

3 111. Plaintiff was taken from work to a hospital in for a suspected kidney injury and she
4 was still suffering from kidney issues at the time of the approximately May 28, 2022, incident.
5 The disability or perceived disability coupled with fatigue caused her to be unsteady, which was
6 observed by her supervisor.

7 112. Plaintiff was devastated, she had given her entire life to United Employer
8 Defendants and instead of engaging in the interactive process, attempting to accommodate her,
9 and investigating what really happened, they terminated her based on a pretextual reason. They
10 perceived Plaintiff to be an older employee who was becoming sick, and it was time to get rid of
11 her. Employer Defendants have done this to other long-term employees.

12 113. PLAINTIFF timely filed her complained with the DFEH and received a Right to
13 Sue letter therefore exhausting her administrative remedies.

14 114. Plaintiff had been taken from work in an ambulance due to kidney damage in
15 approximately February 2022. In approximately May 2022 she suffered an episode of fatigue at
16 work. Employer Defendants observed plaintiff feeling weak and trying to hold onto something.
17 Instead of trying to do something to accommodate her such as sending her to a doctor, allow her
18 to go home, they sent her to their medical clinic for urine testing even though she passed a
19 breathalyzer. Plaintiff did not work in a job that involved safety.

20 115. As a direct and legal result of EMPLOYER DEFENDANTS violation of FEHA,
21 PLAINTIFF suffered damages.

22 116. UNDER GOVERNMENT CODE 12940m EMPLOYER DEFENDANTS are
23 required to make a reasonable accommodation for a known physical or known medical condition
24 of their employee. PLAINTIFF had a known medical condition. EMPLOYER DEFENDANTS
25 filed to accommodate her. Instead, they targeted PLAINTIFF for termination.

26 117. As a direct and legal result of EMPLOYER DEFENDANTS violation of FEHA,
27 PLAINTIFF suffered damages.

28 118. PLAINTIFF was not terminated for performance issues.

1 119. By the acts and conduct described above, DEFENDANTS, and each of them, in
2 violation of said statutes, knew about, or should have known about, and failed to prevent or
3 remedy the violation of the law.

4 120. By the aforesaid acts and conduct of DEFENDANTS, and each of them,
5 PLAINTIFF has been directly and legally caused to suffer actual damages pursuant to California
6 Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity,
7 medical and related expenses for care and procedures both now and in the future, attorney's fees,
8 and other pecuniary loss not presently ascertained, for which PLAINTIFF will seek leave of court
9 to amend when ascertained.

10 121. As a direct and legal result of the acts and conduct of DEFENDANTS, as aforesaid,
11 PLAINTIFF has been caused, and did suffer, and continues to suffer severe and permanent
12 emotional and mental distress and anguish, humiliation, pain, discomfort and anxiety. The exact
13 nature and extent of said injuries is presently unknown to PLAINTIFF, who will pray leave of
14 court to assert the same when they are ascertained.

15 122. As a further direct and legal result of the acts and conduct of DEFENDANT, as
16 aforesaid, PLAINTIFF has been caused to suffer and did suffer a loss of earnings, earning
17 capacity, medical benefits, loss of a career, including insurance and other benefits to which he
18 was entitled. The exact nature and extent of said injuries is presently unknown to PLAINTIFF,
19 who will pray leave of court to assert the same when they are ascertained.

20 123. PLAINTIFF has been generally damaged in an amount within the jurisdictional
21 limits of this court.

22 124. The aforementioned acts of DEFENDANT, committed by and through their
23 managing agents, supervisors, were done with the knowledge of EMPLOYER DEFENDANT
24 and or were ratified and condoned by DEFENDANT, and each of them, were willful, wanton,
25 malicious, intentional, oppressive and despicable and were done in willful and conscious
26 disregard of the rights, welfare and safety of PLAINTIFF, and were done by managerial agents of
27 DEFENDANT, and DOES 1 through 100, and with the express knowledge, consent, and
28 ratification of managerial employees of DEFENDANT, thereby justifying the awarding of

1 punitive and exemplary damages in an amount to be determined at the time of trial. Prior to
2 the termination of PLAINTIFF, the DEFENDANT'S managing agents (whose identity is known
3 to DEFENDANT and will be the subject of discovery in this case) engaged in a pattern of getting
4 rid of injured workers and refusing to engage in the interactive process so that they would not
5 have to make reasonable accommodations for the injured workers. DEFENDANT and its
6 managing agents, (whose identity is known to DEFENDANT and will be the subject of discovery
7 in this case) knew that their actions were illegal and acted in conscious disregard for the law,
8 putting their own desires to get rid of injured workers over the law. The termination of
9 PLAINTIFF after he became injured was a conscious disregard of PLAINTIFF'S rights under the
10 law.

11 125. The aforementioned acts of DEFENDANT and their alter egos, committed by and
12 through their managing agents, including; GLENN DANIELS and others whose identity will be
13 the subject of discovery, and supervisors, were done with the knowledge of EMPLOYER
14 DEFENDANT and their alter egos and or were ratified and condoned by EMPLOYER
15 DEFENDANT and their alter egos, and each of them, were willful, wanton, malicious,
16 intentional, oppressive, illegal and despicable and were done in willful and conscious disregard
17 of the rights, welfare and safety of PLAINTIFF, and were done by managerial agents of
18 EMPLOYER DEFENDANT and its alter egos, and DOES 1 through 100, and with the express
19 knowledge, consent, and ratification of managerial employees of EMPLOYER DEFENDANT
20 and its alter egos, thereby justifying the awarding of punitive and exemplary damages in an
21 amount to be determined at the time of trial.

22 126. The refusal to accommodate PLAINTIFF and termination of PLAINTIFF after she
23 was injured was devised by DEFENDANT and was ratified and condoned by EMPLOYER
24 DEFENDANT, with the knowledge that it was unlawful and without regard for PLAINTIFF'S
25 and others' disability and the protections afforded PLAINTIFF and California Law, as set forth
26 above and by the FEHA, the FMLA and CFRA.

27 127. Further, DEFENDANTS and each of them, their managing agents (who's identity
28 is known to EMPLOYER DEFENDANTS and will be the subject of discovery in this case)

1 ratified and condoned the refusal to accommodate PLAINTIFF who was a qualified injured
2 worker and others by terminating them when they suspected they were disable or would become
3 disabled and need accommodation.

4 128. The harm to PLAINTIFF was “physical” in the sense that it affected her emotional
5 and mental health, rather than being a purely economic harm. (State Farm, supra, 538 U.S. at p.
6 419.) It was objectively reasonable to assume that EMPLOYER DEFENDANTS employer’s,
7 managing agents, acts of discrimination and harassment toward PLAINTIFF would affect her
8 emotional well-being, and therefore DEFENDANT Employer’ “conduct evinced an indifference
9 to or a reckless disregard of the health or safety of others.” PLAINTIFF depleted her savings and
10 lost her medical insurance as a result of the termination, and therefore it appears that she “had
11 financial vulnerability.” *Roby v McKesson* (2009)47 Cal. 4th 68.

12 129. As a result of the discriminatory acts of EMPLOYER DEFENDANT its agents and
13 alter egos, and each of them, as alleged herein, PLAINTIFF is entitled to reasonable attorneys’
14 fees and costs of said suit as specifically provided in California Government Code § 12965(b).

15 130. PLAINTIFF has suffered general damages in an amount within the jurisdiction of
16 this court.

17 **FOURTH CAUSE OF ACTION**

18 ***Age Discrimination***

19 **(Gov. Code, § 12940 et seq)**

20 **(By Plaintiff Lisa Tinetti Against Defendants UNITED AIRLINES, INC., a corporation;**
21 **UNITED AIRLINES LAX CUSTOMER SERVICE, a business entity and Does 1 through 11**
22 **inclusive;)**

23 131. Plaintiff repeats and repleads all of the prior causes of action and all the facts that
24 support them.

25 132. At all times mentioned herein, Plaintiff was an individual residing in the State of
26 California.

27 133. Beginning in approximately 2022, EMPLOYER DEFENDANTS employees,
28 supervisors and managing agents, including Defendant GLENN DANIELS and each of them,

1 while acting in the course and scope of their employment with EMPLOYER DEFENDANTS and
2 in carrying out the policies and practices of EMPLOYER DEFENDANTS, discriminated against
3 Plaintiff on the basis of her age, and failed to take all necessary steps to prevent discrimination
4 and harassment from occurring.

5 134. Defendants discriminated against Plaintiff based upon her age with the following
6 actions, among others:

7 135. Plaintiff is approximately over 59 years old. Plaintiff was Plaintiff worked as a
8 Lead Ramp Serviceman for approximately thirty-three (33) years. Plaintiff was an excellent,
9 hardworking employee of Defendants for over three decades. She was terminated under
10 pretextual reasons.

11 136. On or around August 19, 2022, Plaintiff's employment was terminated by virtue of
12 Defendants actions. Plaintiff was approximately 59 years old at the time of her termination.
13 Plaintiff had been a loyal employee for 33 years and she was good at her job. Defendants
14 terminated her for pretextual reasons. The real reason was because they saw her as an older
15 employee who was having some health issues and they wanted to get rid of her before she
16 became more expensive.

17 137. Defendants wanted to save money on salary and benefits and decided to terminate a
18 number of older employees and replace them with younger less qualified employees.

19 138. Defendant GLENN DANIELS was Plaintiff' supervisor.

20 139. Defendant GLENN DANIELS treated Plaintiff differently because of her age and
21 because of her disability or perceived disability.

22 140. The other employees Plaintiff worked with were younger than him. Defendant
23 GLENN DANIELS discriminated and harassed Plaintiff because of her age. She would assign
24 Plaintiff to work the most difficult and dirties work because of her age.

25 141. Plaintiff's disability, perceived disability, age were substantial motivating factors in
26 EMPLOYER DEFENDANTS decision to terminate Plaintiff. Plaintiff was harmed by the
27 termination and the acts of discrimination and retaliation by EMPLOYER DEFENDANTS and
28 EMPLOYER DEFENDANTS' act of terminating Plaintiff was a substantial factor causing her

1 harm.

2 142. EMPLOYER DEFENDANTS' employees, supervisors and managing agents, and
3 each of them, while acting in the course and scope of their employment with DEFENDANTS and
4 DOES 1 through 100, and in carrying out the policies and practices of DEFENDANTS
5 discriminated against Plaintiff on the basis of her age, failed to take all necessary steps to prevent
6 discrimination from occurring, for Plaintiff's age. At all times herein mentioned Plaintiff was a
7 qualified employee pursuant to Government Code 12940 et seq and 12926 et seq.

8 143. Plaintiff was one of many older workers who were terminated. Defendants had a
9 pattern and practice of discriminating against employees who were older and terminating them
10 wrongfully. The discriminatory intent is evidenced in part by the fact that Defendants did this to
11 other employees who were older. This information is exclusively within defendant's custody and
12 control and Plaintiff requests that DEFENDANTS not destroy the information. DEFENDANTS
13 and DOES 1 through 100, knew they were terminating Plaintiff for illegal reasons, but did it
14 anyway, in blatant disregard of the law.

15 144. The acts and conduct of Defendants, and each of them, as aforesaid, was in
16 violation of California Government Code § 12940 et seq. Said statutes are designed to protect
17 injured workers who are disabled as defined in Government Code 12926 et seq. and to prevent
18 discrimination based on age. Said statutes were intended to prevent the type of injury and damage
19 herein set forth. Plaintiff was, at all times material hereto, a qualified employee, and within the
20 protected class covered by California Government Code § 12940, et seq. and California
21 Government Code §12945 et seq. and California Code of Regulations 7293.5.

22 145. By the acts and conduct described above, EMPLOYER DEFENDANTS, and each
23 of them, in violation of said statutes, knew about, or should have known about, and failed to
24 prevent or remedy the age discrimination. When Plaintiff was terminated, a motivating factor in
25 her termination was because of her age. Plaintiff is informed and believes and subject to
26 discovery, states that DEFENDANTS had a pattern and practice of terminating employees who
27 were older and replacing them with younger employees.

28 ///

1 146. Plaintiff filed timely charges with the California Department of Fair Employment
2 and Housing and received a right to sue in a California Superior Court pursuant to California
3 Government Code § 12965(b), permitting her to bring this legal action.

4 147. By the aforesaid acts and conduct of EMPLOYER DEFENDANTS, and each of
5 them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
6 California Civil Code § 3333 including, but not limited to, loss of earnings and future earning
7 capacity, medical and related expenses for care and procedures both now and in the future,
8 attorneys' fees, and other pecuniary loss not presently ascertained, for which Plaintiff will seek
9 leave of court to amend when ascertained.

10 148. As a direct and legal result of the acts and conduct of DEFENDANTS, as aforesaid,
11 Plaintiff has been caused, and did suffer, and continues to suffer severe and permanent emotional
12 and mental distress and anguish, humiliation, embarrassment, fright, shock, pain, discomfort and
13 anxiety. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will
14 pray leave of court to assert the same when they are ascertained.

15 149. As a further direct and legal result of the acts and conduct of DEFENDANTS, as
16 aforesaid, Plaintiff has been caused to suffer and did suffer a loss of earnings, earning capacity,
17 medical benefits, including insurance and other benefits to which they were entitled. The exact
18 nature and extent of said injuries is presently unknown to Plaintiff, who will pray leave of court
19 to assert the same when they are ascertained.

20 150. Plaintiff has been generally damaged in an amount within the jurisdictional limits
21 of this court. The aforementioned acts of DEFENDANTS, committed by and through their
22 managing agents, supervisors, including Defendant GLENN DANIELS and were done with the
23 knowledge of DEFENDANTS and or were ratified and condoned by DEFENDANTS, and each
24 of them, were willful, wanton, malicious, intentional, oppressive, illegal and despicable and were
25 done in willful and conscious disregard of the rights, welfare and safety of Plaintiff, and were
26 done by managerial agents of DEFENDANTS and its alter egos, and DOES 1 through 100, and
27 with the express knowledge, consent, and ratification of managerial employees of
28 DEFENDANTS, thereby justifying the awarding of punitive and exemplary damages in an

1 amount to be determined at the time of trial.

2 151. The aforementioned acts of EMPLOYER DEFENDANTS and its alter egos, co-
3 conspirators, successors, joint ventures was committed by and through their managing agents,
4 supervisors, were done with the knowledge of EMPLOYER DEFENDANTS and its alter egos
5 and or were ratified and condoned by EMPLOYER DEFENDANTS and their, co-conspirators,
6 successors, joint ventures, and each of them, were willful, wanton, malicious, intentional,
7 oppressive, illegal and despicable and were done in willful and conscious disregard of the rights,
8 welfare and safety of Plaintiff, and were done by managerial agents of EMPLOYER
9 DEFENDANTS and its alter egos, and DOES 1 through 100, and with the express knowledge,
10 consent, and ratification of managerial employees of EMPLOYER DEFENDANTS and its alter
11 egos, thereby justifying the awarding of punitive and exemplary damages in an amount to be
12 determined at the time of trial. The termination of Plaintiff when she was older after 33 years of
13 loyal service based on false reasons was devised by EMPLOYER DEFENDANTS and, was
14 ratified and condoned by DEFENDANTS, with the knowledge that it was unlawful and without
15 regard for Plaintiff's and others' disabilities and the protections afforded Plaintiff under
16 California Law, as set forth above and by the FEHA, the FMLA and CFRA. Defendants had a
17 culture of discriminating against employees on the basis of their disability.

18 152. The discriminatory policy was devised by EMPLOYER Defendants and
19 implemented by defendants in the strictest sense without regard for Plaintiff and the protections
20 afforded Plaintiffs by California Law, as set forth above and by the FMLA and CFRA. The
21 Defendants and its managing agents and alter ego's conduct as set forth herein was reprehensible.

22 153. The harm to Plaintiff was "physical" in the sense that it affected her emotional and
23 mental health, rather than being a purely economic harm. (State Farm, supra, 538 U.S. at p. 419.)
24 It was objectively reasonable to assume that EMPLOYER DEFENDANTS employer's,
25 managing agents, acts of discrimination and harassment toward Plaintiff would affect her
26 emotional well-being, and therefore EMPLOYER DEFENDANTS' "conduct evinced an
27 indifference to or a reckless disregard of the health or safety of others." Plaintiff quickly depleted
28 her savings and lost her medical insurance as a result of her termination, and therefore it appears

1 that she "had financial vulnerability." *Roby v. McKesson* (2009)47 Cal. 4th 686;

2 154. As a result of the discriminatory acts of EMPLOYER DEFENDANTS their agents
3 and alter egos, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorneys'
4 fees and costs of said suit as specifically provided in California Government Code § 12965(b).
5 Plaintiff has suffered general damages in an amount within the jurisdiction of this court.

6 **FIFTH CAUSE OF ACTION**

7 ***Wrongful Termination***

8 **(By Plaintiff Lisa Tinetti Against Defendants UNITED AIRLINES, INC., a corporation;**
9 **UNITED AIRLINES LAX CUSTOMER SERVICE, a business entity and Does 1 through 11**
10 **inclusive;)**

11 155. Plaintiff repeats and repleads all of the prior causes of action and all the facts that
12 support them.

13 156. Plaintiff repeats and repleads all of the prior causes of action and all the facts that
14 support them.

15 157. Plaintiff repeats and realleges each and every allegation set forth in the preceding
16 paragraphs and incorporates them herein by reference with the same effect as if realleged herein.

17 158. At all times mentioned herein, Plaintiff was an individual residing in the State of
18 California.

19 159. Plaintiff was a loyal employee of Defendants for many years.

20 160. Plaintiff was approximately 59 years old. Plaintiff worked as a Lead Ramp
21 Serviceman for approximately thirty-three (33) years. Plaintiff was an excellent, hardworking
22 employee of Defendants for over three decades. She was terminated under pretextual reasons.

23 161. On or around August 19, 2022, Plaintiff's employment was terminated by virtue of
24 Defendants actions. Plaintiff was approximately 59 years old at the time of her termination.

25 162. Defendants wanted to save money on salary and benefits and decided to terminate a
26 number of older employees and replace them with younger less qualified employees.

27 163. Defendant GLENN DANIELS was Plaintiff's supervisor.

28 164. In approximately Plaintiff was taken from work to a hospital in for a suspected

1 kidney injury and she was still suffering from kidney issues at the time of the approximately May
2 28,2022 incident. The disability or perceived disability coupled with fatigue caused her to be
3 unsteady, which was observed by her supervisor.

4 165. Defendant Employers sent her for drug testing, instead of to a doctor. She
5 underwent a breathalyzer which was negative for any substance. She was then told she had to get
6 a urine sample, however, when she was taken to the clinic, when they attempted to take a sample,
7 they claimed it was not enough. Plaintiff provided a second sample, that was one they claimed
8 was not enough as well, then they said plaintiff was not producing urine. Plaintiff offered to have
9 blood drawn, but they refused. Defendants then claim they conducted an "investigation," but they
10 did not and they fired Ms. Tinetti anyway claiming plaintiff "failed the post mishap drug test
11 without cause" and for "violation of company rules without cause" which was not true. She was
12 terminated and told she was not subject to rehire or to use any of the travel passes Employer
13 Defendants provide.

14 166. Plaintiff was devastated, she had given her entire life to United Employer
15 Defendants and instead of engaging in the interactive process, attempting to accommodate her,
16 and investigating what really happened, they terminated her based on a pretextual reason. They
17 perceived Plaintiff to be an older employee who was becoming sick, and it was time to get rid of
18 her. Employer Defendants have done this to other long-term employees.

19 167. The other employees Plaintiff worked with were younger than her. Defendant
20 GLENN DANIELS discriminated and harassed Plaintiff because of her disability/perceived
21 disability, age.

22 168. Defendants terminated PLAINTIFF in violation of the public policy set forth
23 Government Code 12926, and 12940 and 12941 et seq as set forth above. This was in violation of
24 the public policy as set forth in the above statutes.

25 169. Plaintiff was terminated in violation of the public policy as set forth in FEHA
26 codified at Government Code §12900 et seq., prohibits among other things, age discrimination,
27 racial discrimination, sexual harassment, retaliation in employment on account of certain
28 protected classifications, including a person's sex, age and race, and further the FEHA requires

1 an investigation into allegations of sexual harassment, age discrimination and racial
2 discrimination and preventing harassment and retaliation.

3 170. Plaintiff was terminated in violation of the public policy set forth in Government
4 Code §12920 provides the following in pertinent part regarding the public policy of the State of
5 California:

6 171. “It is hereby declared as the public policy of this state that it is necessary to protect
7 and safeguard the right and opportunity of all persons to seek, obtain, and hold employment
8 without discrimination or abridgement on the account of age, race, religious creed, color, national
9 origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age
10 or sexual orientation.

11 172. It is recognized that the practice of denying employment opportunity and
12 discriminating in terms of employment for these reasons ferments domestic strife and unrest,
13 deprives the state of the fullest utilization of its capacities for development and advancement, and
14 substantially and adversely affects the interest of employees, employers, and the public in
15 general.

16 173. It is the purpose of this part to provide effective remedies that will eliminate these
17 discriminatory practices.”

18 174. Plaintiff was actually or constructively terminated in violation of Government
19 Code Section §12920.5 provides the following:

20 175. “In order to eliminate discrimination, it is necessary to provide effective remedies
21 that will both prevent and deter unlawful employment practices and redress the adverse effects of
22 those practices on aggrieved persons. To that end, this part shall be deemed an exercise of the
23 Legislature’s authority pursuant to Section 1 of Article XIV of the California Constitution.”

24 176. Plaintiff was terminated in violation of Government Code Section §12921(a)
25 provides the following in pertinent part:

26 177. “The opportunity to seek, obtain and hold employment without discrimination
27 because of race, religious creed, color, national origin, ancestry, physical disability, mental
28 disability, medical condition, marital status, sex, age, or sexual orientation is hereby recognized

1 as and declared to be a civil right.”

2 178. Plaintiff was terminated in violation of the public policy set forth in 1984, the
3 California Legislature stated the following regarding employment harassment and discrimination:

4 179. The Legislature finds and declares that it is the existing policy of the State of
5 California to prohibit harassment and discrimination in employment on the basis of any protected
6 classification. Such conduct, whether intentional or unintentional, is a violation of the civil rights
7 of California citizenry and has been shown to decrease productivity in the workforce. (Stats.
8 1984 c. 1754 §1)

9 180. Plaintiff was terminated in violation of Government Code Section §12940 which
10 provides the following in pertinent part:

11 181. “It shall be an unlawful employment practice...

12 (a) For an employer because of race, religious creed, color, national origin, ancestry,
13 physical disability, mental disability, medical condition, marital status, sex, age, or sexual
14 orientation of any person.... to refuse to hire or employ the person or to refuse to select the
15 person for a training program leading to employment, or to bar or discharge the person from
16 employment or from a training program leading to employment, or to discriminate against
17 the person in compensation, terms, conditions, or privileges of employment.

18 (h) For any employer... or person, to discharge, expel or otherwise discriminate against any
19 person because that person has opposed any practices forbidden under this part or because
20 the person has filed a complaint, testified, or assisted in any proceeding under this part.

21 (i) For any person to aid, abet, incite, compel, or coerce the doing of any of the acts
22 forbidden under this part, or to attempt to do so.

23 182. Plaintiff was violated in violation of the public policy set forth in Government
24 Code Section §12940(k) Provides in pertinent part as follows:

25 “It shall be an unlawful employment practice...

26 “(k) For an employer..., employment agency, ...to fail to take all reasonable steps necessary
27 to prevent discrimination and harassment from occurring.
28

1 183. Plaintiff was terminated in violation of public policy as set forth in Government
2 Code 12926 (n) provides: "Race, religious creed, color, national origin, ancestry, physical
3 disability, mental disability, medical condition, genetic information, marital status, sex, age, or
4 sexual orientation" includes a perception that the person has any of those characteristics or that
5 the person is associated with a person who has, or is perceived to have, any of those
6 characteristics.

7 184. . Plaintiff was terminated in violation of public policy set forth in Government Code
8 12926.1 that employees are protected from discrimination due to an actual or perceived physical
9 or mental impairment that is disabling, potentially disabling, or perceived as disabling or
10 potentially disabling.

11 185. By the acts and conduct described above, DEFENDANTS, and each of them, in
12 violation of said statutes, knew about, or should have known about, and failed to prevent or
13 remedy the violation of the law.

14 186. By the aforesaid acts and conduct of DEFENDANTS, and each of them,
15 PLAINTIFF has been directly and legally caused to suffer actual damages pursuant to California
16 Civil Code § 3333 including, but not limited to, loss of earnings and future earning capacity,
17 medical and related expenses for care and procedures both now and in the future, attorney's fees,
18 and other pecuniary loss not presently ascertained, for which PLAINTIFF will seek leave of court
19 to amend when ascertained.

20 187. As a direct and legal result of the acts and conduct of DEFENDANTS, as aforesaid,
21 PLAINTIFF has been caused, and did suffer, and continues to suffer severe and permanent
22 emotional and mental distress and anguish, humiliation, embarrassment, fright, shock, pain,
23 discomfort and anxiety. The exact nature and extent of said injuries is presently unknown to
24 PLAINTIFF, who will pray leave of court to assert the same when they are ascertained.

25 188. As a further direct and legal result of the acts and conduct of DEFENDANT, as
26 aforesaid, PLAINTIFF has been caused to suffer and did suffer a loss of earnings, earning
27 capacity, medical benefits, including insurance and other benefits to which he was entitled. The
28 exact nature and extent of said injuries is presently unknown to PLAINTIFF, who will pray leave

1 of court to assert the same when they are ascertained.

2 189. PLAINTIFF has been generally damaged in an amount within the jurisdictional
3 limits of this court.

4 190. The aforementioned acts of DEFENDANT, committed by and through their
5 managing agents, supervisors, were done with the knowledge of DEFENDANT and or were
6 ratified and condoned by DEFENDANT, and each of them, were willful, wanton, malicious,
7 intentional, oppressive and despicable and were done in willful and conscious disregard of the
8 rights, welfare and safety of PLAINTIFF, and were done by managerial agents of DEFENDANT,
9 and DOES 1 through 100, and with the express knowledge, consent, and ratification of
10 managerial employees of DEFENDANT, thereby justifying he awarding of punitive and
11 exemplary damages in an amount to be determined at the time of trial. Prior to the termination of
12 PLAINTIFF, the DEFENDANT'S managing agents (whose identity is known to DEFENDANT
13 and will be the subject of discovery in this case) engaged in a pattern of getting rid of injured
14 workers and refusing to engage in the interactive process so that they would not have to make
15 reasonable accommodations for the injured workers. DEFENDANT and its managing agents,
16 (whose identity is known to DEFENDANT and will be the subject of discovery in this case)
17 knew that their actions were illegal and acted in conscious disregard for the law, putting their
18 own desires to get rid of injured workers over the law.

19 191. The aforementioned acts of DEFENDANT an their alter egos, committed by and
20 through their managing agents, supervisors, were done with the knowledge of DEFENDANT and
21 their alter egos and or were ratified and condoned by DEFENDANT and their alter egos, and
22 each of them, were willful, wanton, malicious, intentional, oppressive, illegal and despicable and
23 were done in willful and conscious disregard of the rights, welfare and safety of PLAINTIFF, and
24 were done by managerial agents of DEFENDANT and it's alter egos, and DOES 1 through 100,
25 and with the express knowledge, consent, and ratification of managerial employees of
26 DEFENDANT and its alter egos, thereby justifying the awarding of punitive and exemplary
27 damages in an amount to be determined at the time of trial.

28 ///

1 192. Further, DEFENDANTS and each of them, their managing agents (who's identity
 2 is known to DEFENDANTS and will be the subject of discovery in this case) ratified and
 3 condoned the refusal to accommodate PLAINTIFF who was a qualified injured worker and
 4 others by terminating them when they suspected they were disable or would become disabled and
 5 need accommodation.

6 193. The harm to PLAINTIFF was "physical" in the sense that it affected her emotional
 7 and mental health, rather than being a purely economic harm. (State Farm, supra, 538 U.S. at p.
 8 419.) It was objectively reasonable to assume that DEFENDANTS employer's, managing agents,
 9 acts of discrimination and harassment toward PLAINTIFF would affect her emotional well-
 10 being, and therefore DEFENDANT EMPLOYERS' "conduct evinced an indifference to or a
 11 reckless disregard of the health or safety of others." PLAINTIFF depleted her savings and lost
 12 her medical insurance as a result of the termination, and therefore it appears that he "had
 13 financial vulnerability." *Roby v McKesson* (2009)47 Cal. 4th 68.

14 194. As a result of the discriminatory acts of DEFENDANT its agents and alter egos,
 15 and each of them, as alleged herein, PLAINTIFF is entitled to reasonable attorneys' fees and
 16 costs of said suit as specifically provided in California Government Code § 12965(b).

17 195. PLAINTIFF has suffered general damages in an amount within the jurisdiction of
 18 this court.

19 **SEVENTH CAUSE OF ACTION**

20 ***Intentional Infliction of Emotional Distress*** 21 **(Gov. Code, § 12940 et seq)**

22 **(By Plaintiff Lisa Tinetti Against All Defendants)**

23 196. Plaintiff repeats and repleads all of the prior causes of action and all the facts that
 24 support them.

25 197. Plaintiff is informed and believe, and based thereupon allege, that at all times
 26 relevant hereto, Defendants, and each of them, including the Clinic that Defendants sent plaintiff
 27 to Concentra, and or Concentra LAX, were the agents, employees, managing agents,
 28 supervisors, coconspirators, parent corporation, joint employers, alter ego, aiders and abettors
 and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged

1 herein, were acting at least in part within the course and scope of said agency, employment,
2 conspiracy, joint employer, alter ego status, and/or joint venture and with the permission and
3 consent of each of the other Defendants.

4 198. During the course of dealings with Plaintiff, and thereafter, DEFENDANTS, and
5 each of them, as herein before alleged, engaged in an intentional and injurious course of conduct
6 which was in conscious disregard of Plaintiff's rights. DEFENDANTS' behavior was extreme
7 and outrageous and cannot be considered normal personnel actions.

8 199. As set forth above, DEFENDANTS, including Defendant GLENN DANIELS,
9 knowingly violated the law Plaintiff had been a loyal and hardworking employee for 33 years.
10 She was approximately 59 years old.

11 200. When she became injured with kidney disease in February 2022, plaintiff suffered
12 fatigue and effects at work. EMPLOYER DEFENDANTS and GLENN DANIELS refused to
13 follow the law and attempt to assist her to return to work. Instead of sending her to a doctor, they
14 sent her to get a urine test, even though she had already passed a breathalyzer test.

15 201. Plaintiff followed Defendant's instructions and went to the clinic. She provided a
16 urine sample. But Defendants clinic did not accept it. Plaintiff said she would take a blood test,
17 but they refused.

18 202. The Employer defendants then hired a doctor who had never seen plaintiff to say
19 that she did not have a "shy bladder."

20 203. Plaintiff told Defendants she had provided the urine sample, and she had offered to
21 take a blood test, but they refused to listen. They terminated her falsely claiming she refused to
22 take the test. This made plaintiff ineligible to work anywhere.

23 204. DEFENDANTS, and each of them, also abused positions of authority over
24 Plaintiff. DEFENDANTS knew the Plaintiff was susceptible to injuries through mental distress,
25 and DEFENDANTS acted intentionally or unreasonably with the recognition that their acts were
26 likely to result in illness to Plaintiff through mental distress. DEFENDANTS' actions were
27 illegal, and DEFENDANTS knew they were illegal, and DEFENDANTS carried them out with a
28 malicious intent to harm Plaintiff.

1 205. During Plaintiff's employment with the EMPLOYER DEFENDANTS, Defendant
2 GLENN DANIELS and DOES 1-100 (collectively "DEFENDANTS") engaged in an extreme
3 and outrageous and intentional and injurious course of conduct which was in conscious disregard
4 of PLAINTIFF'S rights. DEFENDANTS' behavior was extreme and outrageous and cannot be
5 considered normal personnel actions. DEFENDANTS abused their position of authority over
6 Plaintiff. DEFENDANTS knew the Plaintiff was susceptible to injuries through mental distress,
7 and DEFENDANTS acted intentionally or unreasonably with the recognition that Defendants'
8 acts were likely to result in illness to Plaintiff through mental distress. DEFENDANTS' actions
9 were illegal, DEFENDANTS knew they were illegal, and DEFENDANTS carried them out with
10 a malicious intent to harm Plaintiff.

11 206. DEFENDANTS' extreme and outrageous actions include, but are not limited to, the
12 following:

13 207. Plaintiff was a loyal employee of Defendants for many years.

14 208. Plaintiff was approximately 59 years old.

15 209. Plaintiff is approximately over 40 years old. Plaintiff worked as a Lead Ramp
16 Serviceman for approximately thirty-three (33) years. Plaintiff was an excellent, hardworking
17 employee of Defendants for over three decades. She was terminated under pretextual reasons.

18 210. On or around August 19, 2022, Plaintiff's employment was terminated by virtue of
19 Defendants actions. Plaintiff was approximately 59 years old at the time of her termination.

20 211. Defendants wanted to save money on salary and benefits and decided to terminate a
21 number of older employees and replace them with younger less qualified employees.

22 212. Defendant GLENN DANIELS was Plaintiff' supervisor.

23 213. Defendant GLENN DANIELS exercised her power to create a discriminatory,
24 harassing, and hostile work environment against Plaintiff.

25 214. Defendant GLENN DANIELS treated Plaintiff differently because of her age and
26 because of her disability or perceived disability.

27 215. In about Febraury2022, Plaintiff was taken from work to a hospital in for a
28 suspected kidney injury and she was still suffering from kidney issues at the time of the

1 approximately May 28,2022 incident. The disability or perceived disability coupled with fatigue
2 caused her to be unsteady, which was observed by her supervisor.

3 216. Instead of helping plaintiff, they sent her to their Clinic for urine testing. Plaintiff
4 has already passed a breathalyzer test. Then Defendants falsely accused plaintiff of failing to
5 take the urine test when that was not true. Weeks after the urine test, Defendants hired their own
6 doctor to write a report stating plaintiff did not have a "shy bladder". This doctor never saw
7 plaintiff or reviewed any medical records. This was Defendants way to terminate plaintiff for a
8 false reason, claiming she failed to comply with taking the urine test when that was false.

9 217. Plaintiff was devastated, she had given her entire life to United Employer
10 Defendants and instead of engaging in the interactive process, attempting to accommodate her,
11 and investigating what really happened, they terminated her based on a pretextual reason. They
12 perceived Plaintiff to be an older employee who was becoming sick, and it was time to get rid of
13 her. Employer Defendants have done this to other long-term employees.

14 218. EMPLOYER DEFENDANTS were aware of the harassment and ratified and
15 condoned the harassment.

16 219. Defendant GLENN DANIELS had berated, harassed and discriminated Plaintiff.
17 The EMPLOYER DEFENDANTS ratified and condoned actions of Defendant GLENN
18 DANIELS The EMPLOYER DEFENDANTS' actions were in violation of FEHA as set forth in
19 Government Code 12940 et seq.

20 220. DEFENDANTS acted with intentional or reckless disregard of Plaintiff's rights and
21 these actions were completed with malicious intent to harm Plaintiff. DEFENDANTS acted with
22 intentional or reckless disregard of the probability that Plaintiff would suffer emotional distress
23 knowing that Plaintiff was present when DEFENDANTS' illegal activity occurred.
24 DEFENDANTS' conduct was in contravention of the public policy as set forth in FEHA,
25 precluding harassment, discrimination, and retaliation in employment. DEFENDANTS conduct
26 in violation of FEHA as set forth herein constitutes outrageous conduct because the employer-
27 employee relationship cannot encompass conduct that is obnoxious to the interests of the state
28 and contrary to public policy.

1 221. DEFENDANTS acted with intentional or reckless disregard of Plaintiff's rights and
2 these actions were completed with malicious intent to harm Plaintiff. DEFENDANTS acted with
3 intentional or reckless disregard of the probability that Plaintiff would suffer emotional distress
4 knowing that Plaintiff was present when DEFENDANTS' illegal activity occurred.
5 DEFENDANTS' conduct was in contravention of the public policy as set forth in Government
6 Code 12940 et seq. and constitutes outrageous conduct because the employer-employee
7 relationship cannot encompass conduct that is obnoxious to the interests of the state and contrary
8 to public policy.

9 222. DEFENDANTS knew, or, in the exercise of reasonable care, should have known,
10 that the abusive and outrageous conduct would cause, and did cause, Plaintiff's mental distress.
11 The abusive and outrageous conduct was so extreme as to exceed all bounds of what is usually
12 tolerated in a decent and civilized society.

13 223. As set forth above, DEFENDANTS' actions were illegal and in contravention of
14 state and federal codes, regulations, standards, and statutes. Plaintiff continues to suffer
15 emotional distress as result of DEFENDANTS' actions.

16 224. By the aforesaid acts and conduct of DEFENDANTS, and each of them, Plaintiff
17 has been directly and legally caused to suffer actual damages pursuant to Cal. Civil Code §3333
18 including, but not limited to, loss of earnings and future earning capacity, medical and related
19 expenses for care and procedures both now and in the future, attorneys' fees, and other pecuniary
20 loss not presently ascertained, for which Plaintiff will seek leave of court to amend when
21 ascertained.

22 225. As a direct and legal result of the acts and omissions of DEFENDANTS, and each
23 of them, Plaintiff was rendered sick, sore, lame, disabled and disordered, both internally and
24 externally, and suffered numerous internal injuries, severe fright, shock, pain, discomfort, and
25 extreme anxiety (among other things). The exact nature and extent of said injuries are not known
26 to the Plaintiff, who will pray leave of Court to insert the same when they are ascertained.
27 Plaintiff does not at this time know the exact duration or permanence of said injuries, but is
28 informed and believe, and thereon allege, that some of the said injuries are reasonably certain to

1 be permanent in nature.

2 226. As a further legal result of the acts and omissions of the DEFENDANTS, and each
3 of them, Plaintiff has been forced to incur expenses for medical care, X-rays, and laboratory
4 costs, and is informed and believe, and thereon allege, that Plaintiff will in the future be forced to
5 incur additional expenses of the same nature, all in an amount which is at present unknown.
6 Plaintiff will pray leave of court to show the exact amount of said expenses at the time of trial.

7 227. Plaintiff has been generally damaged in an amount within the jurisdictional limits
8 of this Court.

9 228. The aforementioned acts of EMPLOYER DEFENDANTS and its alter egos,
10 committed by and through their managing agents, supervisors, were done with the knowledge of
11 EMPLOYER DEFENDANTS and its alter egos and or were ratified and condoned by them and
12 their alter egos, and each of them, were willful, wanton, malicious, intentional, oppressive, illegal
13 and despicable and were done in willful and conscious disregard of the rights, welfare and safety
14 of Plaintiff, and were done by managerial agents of Defendants and its alter egos, and Does 1
15 through 100, and with the express knowledge, consent, and ratification of managerial employees
16 of Defendants and its alter egos, thereby justifying the awarding of punitive and exemplary
17 damages in an amount to be determined at the time of trial. The termination of Plaintiff was
18 motivated at least in part by her age. Not only was the termination of Plaintiff illegal, it was also
19 in direct violation of the policies EMPLOYER DEFENDANTS set forth in their own policies
20 preventing discrimination. EMPLOYER DEFENDANTS and their managing agents and alter
21 ego's conduct as set forth herein was reprehensible.

22 **EIGHTH CAUSE OF ACTION**

23 ***Defamation & Self-Compelled Defamation***

24 **(Gov. Code, § 12940 et seq)**

25 **(By Plaintiff Lisa Tinetti Against All Defendants)**

26 229. Plaintiff repeats and realleges each and every allegation set forth in the preceding
27 paragraphs as though set forth in full herein.

28 ///

1 230. Plaintiff is informed and believe, and based thereupon allege, that at all times
2 relevant hereto, Defendants, and each of them, including the Clinic that Defendants sent plaintiff
3 to Concentra, and or Concentra LAX, were the agents, employees, managing agents,
4 supervisors, coconspirators, parent corporation, joint employers, alter ego, aiders and abettors
5 and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged
6 herein, were acting at least in part within the course and scope of said agency, employment,
7 conspiracy, joint employer, alter ego status, and/or joint venture and with the permission and
8 consent of each of the other Defendants.

9 231. Plaintiff was a loyal employee of Defendants for many years.

10 232. Plaintiff was approximately 59 years old.

11 233. Plaintiff worked as a Lead Ramp Serviceman for approximately thirty-three (33)
12 years. Plaintiff was an excellent, hardworking employee of Defendants for over three decades.
13 She was terminated under pretextual reasons.

14 234. On or around August 19, 2022, Plaintiff's employment was terminated by virtue of
15 Defendants actions. Plaintiff was approximately 59 years old at the time of her termination.

16 235. Defendants wanted to save money on salary and benefits and decided to terminate a
17 number of older employees and replace them with younger less qualified employees.

18 236. Defendant GLENN DANIELS was Plaintiff' supervisor.

19 237. Defendant GLENN DANIELS exercised her power to create a discriminatory,
20 harassing, and hostile work environment against Plaintiff.

21 238. Defendant GLENN DANIELS treated Plaintiff differently because of her age and
22 because of her disability or perceived disability.

23 239. In Approximately February 2022, Plaintiff was taken from work to a hospital in for
24 a suspected kidney injury and she was still suffering from kidney issues at the time of the
25 approximately May 28,2022 incident. The disability or perceived disability coupled with fatigue
26 caused her to be unsteady, which was observed by her supervisor.

27 240. Defendant Employers sent her for drug testing, instead of to a doctor. She
28 underwent a breathalyzer which was negative for any substance. She was then told she had to get

1 a urine sample, however, when she was taken to the clinic, when they attempted to take a sample,
2 they claimed it was not enough. Plaintiff provided a second sample, that was one they claimed
3 was not enough as well, then they said plaintiff was not producing urine. Plaintiff offered to have
4 blood drawn, but they refused. Defendants then claim they conducted an "investigation," but they
5 did not.

6 241. On or about August 19, 2022, EMPLOYER DEFENDANTS and DARNELL fired
7 Ms. Tinetti claiming plaintiff "failed the post mishap drug test without cause." and or violated
8 company rules. This was not true. DEFENDANTS knew it was not true. This false statement was
9 repeated at least once and was repeated to multiple people. After 33 years of loyal service
10 EMPLOYER DEFENDANTS and DARNELL made up a false reason to terminate plaintiff
11 knowing it would damage her reputation. The false statements did damage plaintiff's reputation
12 and continue to damage her reputation.

13 242. Plaintiff has had to repeat it multiple times since August 19, 2022 including being
14 compelled to repeat the false and defamatory reason for her termination when she applied for
15 work.

16 243. Plaintiff was told she was not subject to rehire.

17 244. Plaintiff was devastated, she had given her entire life to United Employer
18 Defendants and instead of engaging in the interactive process, attempting to accommodate her,
19 and investigating what really happened, they terminated her based on a pretextual reason. They
20 perceived Plaintiff to be an older employee who was becoming sick, and it was time to get rid of
21 her. Employer Defendants have done this to other long-term employees.

22 245. DEFENDANTS actions were in illegal and in conscious disregard of the law and of
23 plaintiff's rights.

24 246. As a direct and legal result of DEFENDANT'S actions, Plaintiff suffered extreme
25 emotional distress, which persists too today. Plaintiff had anxiety, depression, she had crying fits,
26 she suffered extreme anxiety when she was unable to pay her bills or make a living due to the
27 unlawful termination.

28 247. By the aforesaid acts and conduct of DEFENDANTS, and each of them, Plaintiff

1 has been directly and legally caused to suffer actual damages pursuant to California Civil Code
2 §3333 including, but not limited to, loss of earnings and future earning capacity, medical and
3 related expenses for care and procedures both now and in the future, loss of career, loss of 401K
4 penalties , taxes , attorney's fees, and other pecuniary loss not presently ascertained, for which
5 Plaintiff will seek leave of court to amend when ascertained.

6 248. As a direct and legal result of the acts and conduct of EMPLOYER
7 DEFENDANTS, Plaintiff has been caused, and did suffer, and continues to suffer severe and
8 permanent emotional and mental distress and anguish, humiliation, embarrassment, fright, shock,
9 pain, discomfort, and anxiety. The exact nature and extent of said injuries is presently unknown
10 to Plaintiff, who will pray leave of court to assert the same when they are ascertained.

11 249. Further, DEFENDANTS, their managing agents, including but not limited to,
12 managing agents, supervisors, ratified and condoned the action against Plaintiff and allowed the
13 supervisors and managers to continue working. The aforementioned acts of EMPLOYER
14 DEFENDANTS and its alter egos, committed by and through their managing agents, supervisors,
15 were done with the knowledge of EMPLOYER DEFENDANTS and its alter egos and or were
16 ratified and condoned by them and their alter egos, and each of them, were willful, wanton,
17 malicious, intentional, oppressive, illegal and despicable and were done in willful and conscious
18 disregard of the rights, welfare and safety of Plaintiff, and were done by managerial agents of
19 DEFENDANTS and its alter egos, and DOES 1 through 100, and with the express knowledge,
20 consent, and ratification of managerial employees of DEFENDANTS and its alter egos, thereby
21 justifying the awarding of punitive and exemplary damages in an amount to be determined at the
22 time of trial.

23 250. The EMPLOYER DEFENDANTS' managing agents, agents and supervisors
24 (whose identity is known to Defendants and will be the subject of discovery in this case),
25 engaged in a pattern of ignoring complaints of discrimination in the workplace.

26 251. The EMPLOYER DEFENDANTS and their managing agents (whose identity is
27 known to DEFENDANTS and will be the subject of discovery in this case), knew that their
28 actions were illegal and acted in conscious disregard for the law. The conduct of EMPLOYER

1 DEFENDANTS, their managing agents and alter egos as set forth herein was reprehensible.
 2 EMPLOYER DEFENDANTS knew they were allowing Plaintiff to be harassed and exposing
 3 employees to discrimination. The EMPLOYER DEFENDANTS knew their behavior was illegal,
 4 but did it anyway, in blatant disregard of the law.

5 252. Plaintiff has been generally damaged in an amount within the jurisdiction of this
 6 Court. The harm to Plaintiff was "physical" in the sense that it affected her emotional and mental
 7 health, rather than being a purely economic harm. (*State Farm Mutual Automobile Ins. Co. v.*
 8 *Campbell* (2003) 538 U.S. 408, 419.) It was objectively reasonable to assume that EMPLOYER
 9 DEFENDANTS' employers' and managing agents' acts of discrimination and harassment toward
 10 Plaintiff would affect her emotional well-being, and therefore EMPLOYER DEFENDANTS
 11 "conduct evinced an indifference to or a reckless disregard of the health or safety of others."

12 PRAYER

13 WHEREFORE, the Plaintiff prays for judgment against the Defendants, and each
 14 of them and DOES 1 through 100, as follows:

15 AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100:

- 16 1. For general damages in an amount within the jurisdictional limits of this court;
- 17 2. For medical expenses and related items of expense, according to proof;
- 18 3. For loss of earnings, earning capacity and benefits, according to proof;
- 19 4. For attorneys' fees according to proof;
- 20 5. For prejudgment interest according to proof;
- 21 6. For costs of suit incurred herein;
- 22 7. For interest as allowed by law;
- 23 8. For all penalties as permitted under the law;
- 24 9. For Special Damages as permitted by Statute;
- 25 10. For such other and further relief as the court may deem just and proper; and
- 26 11. For exemplary and punitive damages in an amount according to proof.

27 JURY TRIAL DEMAND

28 The Plaintiff hereby demands a trial by jury.

1 Respectfully submitted.

2
3
4 August 2, 2023

LAW OFFICES OF MARYANN P. GALLAGHER

5
6 By: 

MARYANN P. GALLAGHER

VIRIDIANA E. ACEVES

Attorneys for Plaintiff Lisa Tinetti

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp <div style="text-align: center;"> FILED Superior Court of California County of Los Angeles 08/02/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>E. Galicia</u> Deputy </div>
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 23STCV18305

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Anne Richardson	40					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**

on 08/03/2023
 (Date)

By E. Galicia, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

FILED
 Superior Court of California
 County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk
 By Rizalinda Mina, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT) FIRST AMENDED GENERAL ORDER
 – MANDATORY ELECTRONIC FILING)
 FOR CIVIL)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **“Efiling Portal”** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.
- g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.
- h) **“Portable Document Format”** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court’s website, at www.lacourt.org.

d) Documents in Related Cases

Documents in related cases must be electronically filed in the eFiling portal for that case type if electronic filing has been implemented in that case type, regardless of whether the case has been related to a Civil case.

3) EXEMPT LITIGANTS

- a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.
- b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

- a) The following documents shall not be filed electronically:
 - i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;
 - ii) Bonds/Undertaking documents;
 - iii) Trial and Evidentiary Hearing Exhibits
 - iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and
 - v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

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1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

2 Electronic filing service providers must obtain and manage registration information for persons
3 and entities electronically filing with the court.

4 6) TECHNICAL REQUIREMENTS

5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.

24 f) Accompanying Documents

25 Each document accompanying a single pleading must be electronically filed as a **separate**
26 digital PDF document.

27 g) Multiple Documents

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

1 h) Writs and Abstracts

2 Writs and Abstracts must be submitted as a separate electronic envelope.

3 i) Sealed Documents

4 If and when a judicial officer orders documents to be filed under seal, those documents must be
5 filed electronically (unless exempted under paragraph 4); the burden of accurately designating
6 the documents as sealed at the time of electronic submission is the submitting party's
7 responsibility.

8 j) Redaction

9 Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to
10 redact confidential information (such as using initials for names of minors, using the last four
11 digits of a social security number, and using the year for date of birth) so that the information
12 shall not be publicly displayed.

13 7) ELECTRONIC FILING SCHEDULE

14 a) Filed Date

15 i) Any document received electronically by the court between 12:00 am and 11:59:59 pm
16 shall be deemed to have been effectively filed on that court day if accepted for filing. Any
17 document received electronically on a non-court day, is deemed to have been effectively
18 filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code
19 Civ. Proc. § 1010.6(b)(3).)

20 ii) Notwithstanding any other provision of this order, if a digital document is not filed in due
21 course because of: (1) an interruption in service; (2) a transmission error that is not the
22 fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may
23 order, either on its own motion or by noticed motion submitted with a declaration for Court
24 consideration, that the document be deemed filed and/or that the document's filing date
25 conform to the attempted transmission date.

26 8) EX PARTE APPLICATIONS

27 a) Ex parte applications and all documents in support thereof must be electronically filed no later
28 than 10:00 a.m. the court day before the ex parte hearing.

- b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

- a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.

- b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:

- i) Any printed document required pursuant to a Standing or General Order;
- ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;
- iii) Pleadings and motions that include points and authorities;
- iv) Demurrers;
- v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
- vi) Motions for Summary Judgment/Adjudication; and
- vii) Motions to Compel Further Discovery.

- c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

1 11) SIGNATURES ON ELECTRONIC FILING

2 For purposes of this General Order, all electronic filings must be in compliance with California
3 Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil
4 Division of the Los Angeles County Superior Court.

5
6 This First Amended General Order supersedes any previous order related to electronic filing,
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil
8 Supervising Judge and/or Presiding Judge.

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10 DATED: May 3, 2019



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KEVIN C. BRAZILE
Presiding Judge

A handwritten signature in black ink, reading "Kevin C. Brazile", written over a horizontal line.